CONTENTSQUARE

DATA PROCESSING AGREEMENT

This Data Processing Agreement ("**DPA**") forms part of the Master Service Agreement ("**Agreement**") entered by and between [Insert Customer Name] (collectively, "**you**", "**your**", "**Customer**"), and such Contentsquare Affiliated entity identified in the signature block below ("**Contentsquare**", "**us**", "**we**", "**our**") to reflect the parties' agreement with regard to the Processing of Personal Data by Contentsquare solely on behalf of the Customer. Both parties shall be referred to as the "**Parties**" and each, a "**Party**".

Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.

Unless otherwise explicitly stated herein, the terms of the Agreement shall be incorporated as part of this DPA and any claims brought under this DPA shall be subject to the terms of the Agreement. In the event of any conflict between certain provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail over the conflicting provisions of the Agreement solely with respect to the Processing of Personal Data.

1. **DEFINITIONS**

1.1 Definitions:

(a) **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of 50% or more of the voting interests of the subject entity.

(b) **"Authorized Affiliate"** means any of Customer's Affiliate(s) which is explicitly permitted to use the Services pursuant to the Agreement between Customer and Contentsquare but has not signed its own agreement with Contentsquare and is not a "Customer" as defined under the Agreement.

(c) **"CCPA"** means the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et. seq.

(d) The terms, **"Controller"**, **"Data Subject"**, **"Member State"**, **"Processor"**, **"Processing"** and **"Supervisory Authority"** shall have the same meaning as in the GDPR. The terms "**Business**", "**Business Purpose**", "**Consumer**", "Sale", "Sell", "Selling", and "**Service Provider**" shall have the same meaning as in the CCPA. For the purpose of clarity, within this DPA "Controller" shall also mean "Business", and "Processor" shall also mean "Service Provider". In the same manner, Processor's Sub-processor shall also refer to the concept of Service Provider.

(e) **"Data Protection Laws"** means all applicable worldwide privacy and data protection laws and regulations, including without limitation the GDPR, CCPA, 2018 Data Protection Act (UK GDPR) and any other laws and regulations of the European Union, the European Economic Area and their Member States, Switzerland, the United Kingdom and the United States of America, applicable to the Processing of Personal Data under the Agreement as amended or replaced from time to time.

(f) **"Data Subject"** means the identified or identifiable person to whom the Personal Data relates.

(g) **"Europe"** means the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom.

(h) **"GDPR"** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

(i) **"Personal Data"** or **"Personal Information"** means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to or with an identified or identifiable natural person or Consumer (as defined in the CCPA), which is processed by Contentsquare solely on behalf of Customer, under this DPA and the Agreement between Customer and Contentsquare.

(j) **"Standard Contractual Clauses"** means the standard contractual clauses for the transfer of personal data to processors established in third countries pursuant the European Commission's decision (C(2010)593) of 5 February 2010, as may be amended or replaced.

(k) **"Sub-processor"** means any Processor engaged by Contentsquare or Content Square's Affiliates that Process Personal Data under the instruction or supervision of Contentsquare.

2. **PROCESSING OF PERSONAL DATA**

2.1 **Roles of the Parties.** The Parties acknowledge and agree that with regard to the Processing of Personal Data performed solely on behalf of Customer; (i) Customer is the Controller of its Users' Account Data and Profile Data, and of Customer Data (as defined in the Agreement), (ii) Contentsquare is the Processor of Customer Data, and of such Users' Account Data and Profile Data; (iii) for the purposes of the CCPA (and to the extent applicable),

Customer is the "Business" and Contentsquare is the "Service Provider" (as such terms are defined in the CCPA), with respect to Processing of Personal Data described in this Section 2.1. The terms "**Controller**" and "**Processor**" signify Customer and Contentsquare, respectively.

2.2 **Customer's Processing of Personal Data.** Customer, within the scope of the Agreement and in its use of the Services shall comply with the applicable Data Protection Laws with respect to Customer's Processing of Personal Data and Customer's instructions to Contentsquare. Customer shall establish and have any and all required legal basis in order to collect, Process and transfer to Contentsquare the Personal Data, and to authorize the Processing by Contentsquare, and for Contentsquare's Processing activities on Customer's behalf, including the pursuit of 'business purposes' as under the CCPA (to the extent applicable). Customer shall have sole responsibility for the accuracy, quality and the means by which the Customer acquired Personal Data. Customer shall publish and keep on Customer's site a privacy notice which accurately reflects and provide all required information under any applicable Data Protection Laws concerning the processing of Personal Data by Customer and Contentsquare under the Agreement. Customer shall obtain all consent required, under any applicable Data Protection Laws, by visitors to its websites and/or apps, and will maintain a record of such consents. It is agreed and acknowledged by Customer, that notwithstanding anything to the contrary under the Agreement, the services provided by Contentsquare under the Agreement are not intended for the processing of Personal Data other than Website/App Visitor Data (as defined under Annex 1 below). For such purpose, Customer shall restrict the transfer of any such excluded Personal Data to Contentsquare.

2.3 **Contentsquare's Purpose for Processing of Personal Data.** When Processing solely on Customer's behalf under the Agreement, Contentsquare shall Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and this DPA; (ii) Processing to provide the Services to Customer (iii) Processing for Customer to be able to use the Services; (iv) Processing to comply with Customer's reasonable and documented instructions, where such requests are consistent with the terms of the Agreement, regarding the manner in which the Processing shall be performed; (v) rendering Personal Data fully anonymous, non-identifiable and non-personal; (vi) Processing as required under any applicable Data Protection Laws to which Contentsquare is subject; in such a case, Contentsquare shall inform Customer of the legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.

To the extent that Contentsquare cannot comply with an instruction from Customer, or in case to Contentsquare's opinion, a Processing instruction infringes applicable legislation and/or regulation, Contentsquare (i) shall inform Customer, providing relevant details of the problem, (ii) Contentsquare may, without any kind of liability to Customer, temporarily cease all Processing of the affected Personal Data (other than securely storing such data) and/or suspend access to the Account, and (iii) if the Parties do not agree on a resolution to the issue in question and the costs thereof, Customer may, as its sole remedy, terminate the Agreement and this DPA with respect to the affected Processing, and Customer shall pay to Contentsquare all the amounts owed to Contentsquare or due before the date of termination. Customer will have no further claims against Contentsquare (including, without limitation, requesting refunds for Services) pursuant to the termination of the Agreement and the DPA as described in this paragraph.

2.4 **Details of the Processing.** The subject-matter of Processing of Personal Data by Contentsquare is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Annex 1 (Details of the Processing) to this DPA. Contentsquare will not use Customer Personal Data for any marketing or advertising use or for any purpose other than as agreed under this DPA.

2.5 **CCPA Standard of Care; No Sale of Personal Information**. Contentsquare acknowledges and confirms that it does not receive or process any Personal Information as consideration for any services or other items that Contentsquare provides to Customer under the Agreement. Contentsquare shall not have, derive, or exercise any rights or benefits regarding Personal Information Processed on Customer's behalf, and may use and disclose Personal Information solely for the purposes for which such Personal Information was provided to it, as stipulated in the Agreement and this DPA. Contentsquare represents and warrants that it understands the rules, requirements and definitions of the CCPA and agrees to refrain from selling (as such term is defined in the CCPA) any Personal Information Processed hereunder, without Customer's prior written consent, nor taking any action that would cause any transfer of Personal Information to or from Contentsquare under the Agreement or this DPA to qualify as "selling" such Personal Information under the CCPA.

3. **RIGHTS OF DATA SUBJECTS**

3.1 **Data Subject Requests.** Contentsquare shall, to the extent legally permitted, promptly notify Customer if Contentsquare receives a request from a Data Subject or Consumer to exercise their rights (to the extent available to them under applicable Data Protection Laws) of access, rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making, to opt-out of the sale of Personal Information, or the right not to be discriminated against for exercising any CCPA Consumer rights ("**Data Subject Request**"). Taking into account the nature of the Processing, Contentsquare shall assist Customer by appropriate technical and organizational measures, insofar as this is possible and reasonable, for the fulfillment of Customer's obligation to respond to a Data Subject Request

under Data Protection Laws. Contentsquare may refer Data Subject Requests received, and the Data Subjects making them, directly to the Customer for its treatment of such requests. Any Data Subject Request should be submitted to Contentsquare via Contentsquare's Data Subject Request Portal at: https://contentsquare.com/privacy-center/data-subject-request-portal/.

4.   CONTENTSQUARE PERSONNEL

4.1   **Confidentiality.** Contentsquare shall ensure that its personnel engaged in the Processing of Personal Data have committed themselves to maintaining the confidentiality of the Personal Data.

4.2   Without derogating from Section 2.3 above and Section 5 below, Contentsquare may disclose and Process the Personal Data after providing written notice to Customer: (a) to the extent required by a court of competent jurisdiction or other competent governmental or semi-governmental authority, or (b) otherwise as required by applicable Data Protection Laws (in such a case, Contentsquare shall inform the Customer of the legal requirement before the disclosure, unless legally prohibited from doing so), or (c) on a "need-to-know" basis under an obligation of confidentiality to its legal counsel(s), data protection advisor(s) and accountant(s).

5.   AUTHORIZATION REGARDING SUB-PROCESSORS

5.1   **Appointment of Sub-processors.** Customer acknowledges and agrees that: (a) Contentsquare's Affiliates may be retained as Sub-processors; and (b) Contentsquare and Contentsquare's Affiliates may each engage third-party Sub-processors in connection with the provision of the Services, all in accordance with and under the terms of this Section 5.

5.2   **Use of Sub-Processors**. Contentsquare makes available to Customer the current list of Sub-processors used by Contentsquare to process Personal Data at https://contentsquare.com/privacy-center/subprocessors/ ("Sub-Processor List"). The Sub-Processor List as of the date of first use of the Services by Customer is hereby authorized and in any event shall be deemed authorized by Customer unless it provides a written reasonable objection in accordance with the terms of Section 5.3 below within thirty (30) calendar days following the signing of this DPA. In order to receive notification concerning the intention of including a new Sub-Processor into the Sub-Processor List, please subscribe by sending an email to privacy@contentsquare.com of your request to receive notifications of any new Sub-processors used to Process Personal Data. Once subscribed, Contentsquare shall provide notification of any new Sub-processor(s) before authorizing such new Sub-processor(s) to Process Personal Data in connection with the provision of the Services.

5.3   **Objection Right.** Customer may reasonably object to Contentsquare's use of a new Sub-processor, for reasons relating to the protection of Personal Data intended to be Processed by such Sub-processor, by providing a written notice to Contentsquare at privacy@contentsquare.com, listing all specific legitimate gaps allegedly preventing the use of such Sub-processor by Contentsquare, within thirty (30) calendar days after receipt of Contentsquare's notice in accordance with the mechanism set out in Section 5.2 above. Failure to object to such new Sub-processor in writing within such time period shall be deemed as acceptance of the new Sub-Processor by Customer. In the event Customer reasonably objects to a new Sub-processor, as permitted in the preceding sentences, Contentsquare shall have the right to cure the objection through one of the following options (to be selected at Contentsquare's sole discretion): (i) Contentsquare shall cease to use the Sub-processor with regard to Customer Personal Data; (ii) Sub-processor shall take the corrective steps curing the gaps listed by Customer in its objection (which steps will be deemed to resolve Customer's objection) and proceed to use the Sub-processor to process Customer Personal Data; or (iii) Contentsquare may cease to provide, temporarily or permanently, the particular aspect of a Contentsquare Service that would involve use of the subcontractor to process Customer Personal Data ("**Objection Remediations**"). If Contentsquare is unable to implement any of the above Objection Remediations within thirty (30) calendar days of receipt of objection notice, Customer may, as a sole remedy, terminate the applicable Agreement and this DPA with respect only to those Services which cannot be provided by Contentsquare without the use of the objected-to Sub-processor. All amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to Contentsquare. Until a decision is made regarding the new Sub-processor, Contentsquare may temporarily suspend the Processing of the affected Personal Data and/or suspend access to the Account. Customer will have no further claims against Contentsquare due to the use of approved Sub-processors in accordance with the terms of this Section 5 or termination or suspension of any part of the Contentsquare Service in accordance with the terms of this Section 5 or the termination of the Agreement (including, without limitation, requesting refunds) and/or the DPA in the situation described in this paragraph.

5.4   **Agreements with Sub-processors**. Contentsquare or a Contentsquare's Affiliate has entered into a written agreement with each Sub-processor containing appropriate safeguards to the protection of Personal Data. Where Contentsquare engages a new Sub-processor for carrying out specific Processing activities on behalf of the Customer, the same or materially similar data protection obligations as set out in this DPA shall be imposed on such new Sub-processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. Where the new Sub-processor fails to fulfil its data protection obligations, Contentsquare shall remain fully responsible for and liable to the Customer for the performance of the new Sub-processor's obligations.

6. SECURITY

6.1 Controls for the Protection of Personal Data. Contentsquare shall maintain industry-standard technical and organizational measures for protection of Personal Data Processed hereunder (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, including those measures set forth in the Security Documentation, as may be amended from time to time. Upon the Customer's reasonable request, Contentsquare will assist Customer, at Customer's cost, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to Data Contentsquare.

6.2 Third-Party Certifications and Audits. Each calendar year, Contentsquare shall engage an appropriately recognized accreditor to conduct an audit in accordance with ISO 27001, ISO 27701, SOC 2 or other similarly recognized standards (a "**Data Protection Controls Audit**"). Contentsquare shall cooperate with Customer and, upon reasonable prior notice to Contentsquare (no less than thirty (30) days), provided that Customer agrees to our Penetration Testing Protocol, Customer may conduct periodic technical security tests (manual penetration tests) and audits of Contentsquare's systems holding or containing any Customer Personal Data, using a third party provider (under confidentiality obligations no less strict than the obligations of Customer under this Agreement), to verify that all necessary security measures have been implemented and are functioning properly, and in any event no more than once per each calendar year (a "**Technology Security Audit**"). Arising deficiencies and their associated criticality should be reviewed and mutually agreed on by both Parties. Contentsquare shall promptly address all critical deficiencies, concerns or recommendations arising out of any Security Questionnaire, Data Protection Controls Audit, or Technology Security Audit (each a "**Security Audit**"). If, as a result of any Security Audit, Customer reasonably deem Contentsquare's security measures insufficient, then promptly following Customer's written request, a senior Contentsquare executive shall meet with a representative of Customer to discuss the matter in good faith until its conclusion. Notwithstanding the foregoing, all assessments and audits conducted under this Section 6.2 shall conform to the following requirements: (i) 30 days prior written notice; (ii) limited to once every twelve months; (iii) at the sole cost of the Customer; (iv) scope of assessments and audits shall be limited to matters not covered by the SOC 2, ISO 27701 or ISO 27001 certifications in effect; and (v) any internal expenses incurred by Contentsquare as part of assessments and audits requested by the Customer with a scope already covered by the SOC 2, ISO27701 or ISO 27001 certifications in effect, shall be reimbursed by the Customer. In addition, except in the event of a proven and justified breach, Contentsquare may provide the Customer with the result of a previous audit carried out by a third party on the same scope (SOC 2, ISO 27001 or ISO 27701) and less than 12 months instead of the audit requested by the Client. In this event, Contentsquare will be deemed to have satisfied Customer's right to audit.

7. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

Contentsquare maintains security incident management policies and procedures and, to the extent required under applicable Data Protection Laws, shall notify Customer's notification email address (as informed by Customer to Contentsquare) without undue delay (no later than forty-eight (48) hours) after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data Processed on behalf of the Customer, including Personal Data transmitted, stored or otherwise Processed by Contentsquare or its Sub-processors of which Contentsquare becomes aware (a "**Personal Data Incident**"). Contentsquare shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as Contentsquare deems necessary and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within Contentsquare's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users.

Customer's notification email: _____. Customer may inform Contentsquare of changes to such notification email by emailing privacy@contentsquare.com.

8. RETURN AND DELETION OF PERSONAL DATA

Upon termination of the Agreement or expiration of the purpose for Processing, as indicated through the Service or in written notification to Contentsquare, Contentsquare shall delete or return to Customer all the Personal Data it Processes solely on behalf of the Customer (including temporary files) in the manner described in the Agreement, and Contentsquare shall dispose existing copies of such Personal Data unless Data Protection Laws require the storage of the Personal Data.

9. CROSS-BORDER DATA TRANSFERS

9.1 Transfer of Personal Data from Europe to third countries. Contentsquare may Process Personal Data from Europe in such country outside Europe ("**third country**") as provided in the Sub-Processor List. Customer hereby approves the transfer of Personal Data to the locations stated in the Sub-Processor List and acknowledge that the

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basis of such transfer between jurisdictions is acceptable.

9.2 **Transfers from Europe to countries that offer adequate level or data protection**. Personal Data may be transferred from Europe to countries that offer an adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of Europe, the Member States or the European Commission ("**Adequacy Decisions**"), without any further safeguard being necessary.

9.3 **Transfers Personal Data from Europe to the United States or other countries or entities**. If the Processing of Personal Data includes transfers (either directly or via onward transfer) from Europe to the United States or other countries which have not been subject to an Adequacy Decision ("**Other Countries**"), and such transfer or disclosure is not permitted through alternative means approved applicable Data Protection Laws, Contentsquare will take all reasonable steps to ensure that personal data is treated securely and in accordance with applicable Data Protection Laws, including by signing of a data transfer agreement governed by the Standard Contractual Clauses as applicable.

9.4 **Mandate for Standard Contractual Clauses**. Customer hereby instructs and grants Contentsquare a mandate to enter into Standard Contractual Clauses with Sub-Processors on behalf of Customer for transfers of Personal Data to the United States or Other Countries.

10. AUTHORIZED AFFILIATES

10.1 **Contractual Relationship.** The Parties acknowledge and agree that, by executing the DPA, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, in which case each Authorized Affiliate agrees to be bound by the Customer's obligations under this DPA, if and to the extent that Customer Processes Personal Data on the behalf of such Authorized Affiliates, thus qualifying them as the "Controller". All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement and this DPA and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Customer.

10.2 **Communication.** The Customer shall remain responsible for coordinating all communication with Contentsquare under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

11. DISCLOSURE TO THIRD PARTIES

Contentsquare shall notify Customer without undue delay and in any case within seven (7) business days if it receives a request from any third party for disclosure of personal data processed under this DPA where compliance with such request is required or purported to be required by applicable law unless such notification is prohibited by applicable law. Contentsquare shall reject any requests for Personal Data disclosures that are not legally binding.

12. OTHER PROVISIONS

12.1 **Data Protection Impact Assessment.** Upon Customer's reasonable request, Contentsquare shall provide Customer, at Customer's cost, with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR (as applicable) to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Contentsquare.

12.2 **Prior consultation with the Supervisory Authority.** Contentsquare shall provide, at Customer's cost, reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to this Section 12.2, to the extent required under the GDPR.

12.3 **Assistance.** In addition to other express obligations under this DPA, Contentsquare will assist Customer, at Customer's reasonable request and at Customer's cost, in ensuring and demonstrating compliance with Customer's obligations pursuant to the GDPR, CCPA and other applicable Data Protection Laws.

12.4 **Modifications.** Customer may by at least forty-five (45) calendar days' prior written notice to Contentsquare, request in writing any variations to this DPA if they are required as a result of any change in, or decision of a competent authority under, any Data Protection Laws, to allow Processing of those Customer Personal Data to be made (or continue to be made) without breach of that Data Protection Law. If Customer gives notice with respect to its request to modify this DPA under this Section 12.4, then: (a) Contentsquare shall make commercially reasonable efforts to accommodate such modification request; and (b) Customer shall not unreasonably withhold or delay agreement to any consequential variations to this DPA proposed by Contentsquare to protect the Contentsquare against additional risks, or to indemnify and compensate Contentsquare for any further steps and costs associated with the variations made herein. If Customer gives notice under this Section 12.4, the Parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing

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those or alternative variations designed to address the requirements identified in Customer's notice as soon as is reasonably practicable. In the event that the Parties are unable to reach such an agreement within thirty (30) days of Customer's notice, then Customer or Contentsquare may, by written notice to the other Party, with immediate effect, terminate the Agreement to the extent that it relates to the Services which are affected by the proposed variations (or lack thereof). Customer will have no further claims against Contentsquare (including, without limitation, requesting refunds for Services) pursuant to the termination of the Agreement and the DPA as described in this Section 12.3.

12.5 **Severability.** If any individual provisions of this DPA are determined to be invalid or unenforceable, the validity and enforceability of the other provisions of this DPA will not be affected.

12.6 **Limitation of Liability.** Each party and each of their Affiliates' liability, taken in aggregate, arising out of or related to this DPA and the Standard Contractual Clauses, whether in contract, tort or under any other theory of liability, will be subject to the limitations and exclusions of liability set out in the "Limitation of Liability" section of the Agreement and any reference in such section to the liability of a party means aggregate liability of that party and all of its Affiliates under the Agreement (including this DPA).

12.7 **GDPR limitation of Liability and Compensation.** Subject to Section 12.6 above, Contentsquare shall only be liable for damages caused by processing for which (i) it has not complied with the obligations of the GDPR specifically related to data processors or (ii) it has acted outside or contrary to lawful written instructions of the Client. Where Contentsquare and Client are involved in a processing under the Agreement (including this DPA) that caused damage to a data subject, the Client shall in a first time take in charge the full indemnification (or any other compensation) which is due to the data subject and, for second time, claim back from Contentsquare the part of the data subject's compensation corresponding to Contentsquare's part of responsibility for the damage in accordance with the conditions set out in this Section 12.7.

12.8 **Sanctions.** It is acknowledged by the Parties that in any case that a Party infringes any provision of an applicable Data Protection Laws, it may be subject to penalties and administratives fines, which may include, without limitation, concerning the GDPR, such administratives fines referred to paragraphs 4, 5 and 6 of Article 83. If applicable, the aforesaid administratives fines issued against either Party shall be subject to the conditions set out in the Section 12.7.

12.9 **Governing Law.** This DPA will be governed by and construed in accordance with the "Governing Law - venue" section of the Agreement, unless required otherwise by Data Protection Laws.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Signature date (Effective Date).

Customer   **Content Square_____**

(Signature)	(Signature)
Name _____	**Name** Jonathan Cherki
(Printed Name)	(Printed Name)
Title _____	**Title** CEO
Date _____	**Date** _____

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ANNEX 1 - DETAILS OF THE PROCESSING

Nature and Purpose of Processing

1. Providing the Services to Customer, including user digital behavior analysis to improve their journey and Customer' websites and applications performance;
2. Performing the Agreement, this DPA and/or other contracts executed by the Parties;
3. Acting upon Customer's instructions, where such instructions are consistent with the terms of the Agreement;
4. Providing support and technical maintenance, if agreed in the Agreement;
5. Preventing, mitigating and investigating the risks of data security incidents, fraud, error or any illegal or prohibited activity;
6. Resolving disputes;
7. Enforcing the Agreement, this DPA and/or defending Contentsquare's rights;
8. Complying with applicable laws and regulations;
9. Customer participation in Contentsquare promotional and loyalty programs; and
10. All tasks related with any of the above.

Duration of Processing

Subject to any Section of the DPA and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, Contentsquare will Process Personal Data pursuant to the DPA and Agreement for the duration of the Agreement, unless otherwise agreed upon in writing.

Type of Personal Data

1. Personal Information of Customer's website and mobile app visitors ("Website/App Visitor Data"), such as:
   a. Unique Identification Information (e.g., IP addresses, cookie ID's and other similar unique identifiers);
   b. Website and mobile app technical information (e.g., pages of a website or app a visitor visited, visitor's type of computer operating system, visitor's type of web browser, JS error, other backend technical data, etc.);
   c. Behavioral Information (e.g. how a visitor has interacted with the website or app, mouse or touch movements, scrolls, mouse clicks, screen taps or zoom information; time of engagement, etc.).
   d. Additional visitor personal information as may be agreed by the parties.

2. Personal Data submitted by the Customer via the Services or for any other purpose (as listed under "Nature and Purpose of Processing" above), the extent of which is determined and controlled by Customer in its sole discretion.

Categories of Data Subjects

Customer may submit Personal Data to the Services which may include, but is not limited to, Personal Data relating to the following categories of Data Subjects:

- Customer's website and mobile app visitors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Any other third-party individual with whom Customer decides to communicate through the Services